

Conditions of Contract

1. Definition

- 1.2 The Company shall be defined as J. Dickinson and Sons (Horwich) Ltd.
- 1.3 The Hirer/ Customer shall be defined as the person/ customer placing the order with the company.
- 1.4 The term 'skip' shall be deemed to be any type of skip or roll-on-off container.

2. General

- 2.1 Whilst every effort is made to comply with hirers requests, the company does not guarantee specific dates or times of delivery/collection of the equipment on hire.
- 2.2 No variation of these Conditions of Hire shall be valid unless agreed to in writing by the company or by its agent duly authorised in this behalf.
- 2.3 Current prices are those quoted at the time of the order being placed. Prices are subject to change and are not a fixed rate.

3 Hire Period and Collection

- 3.1 Non-Account customers- Unless otherwise agreed in writing, the maximum hire period will be not more than 14 days. Collection will be automatically booked in at the time of sale. If a longer hire period is required, the hirer is required to contact the company.
- 3.2 Account customers- The hire period will be agreed at the point of account registration.
- 3.3 The company has the right to collect any skip at any time once the fill level has been reached.
- 3.4 Collection will take place without notice once the hire period has lapsed.
- 3.5 The company will endeavour to collect or exchange a skip as soon as possible following the instruction from the hirer or the hire period lapsing whichever comes sooner

4 Equipment

- 4.1 Whilst on hire, the hirer accepts all responsibility for all equipment placed by the company.
- 4.2 The hirer agrees to reimburse the Company (or as they shall direct) the cost of replacement or repair of any damage or missing equipment.

5 Permits

- 5.1 Skips will only be placed on public highway or footpaths by prior arrangement with the company. The company will not place any skip on a public highway without the relevant permits.
- 5.2 The hirer accepts full and sole responsibility (which shall include the payment of any permit or other fee) for obtaining all necessary permits where necessary from any Local Authorities or other statutory bodies in respect of the position of any skip/container hired on the public highway or footpath.
- 5.3 The hirer shall also be solely responsible for compliance with any conditions attaching to such permission to include byelaws, statutory legislation and under any other relevant requirements governing the usage and placement of skips on the highway or otherwise

6 Off Highway

- 6.1 In the event of the customer requesting the company to carry out services off the public highway the company will not be held responsible for any damage caused whatsoever.
- 6.2 The customer shall indemnify the company against any liability loss, claims or proceedings arising from personal injury or death or any other damage to property etc.

7 Access and Positioning

- 7.1 Access to where the skip is to be delivered must be free from obstruction.
- 7.2 Drivers are instructed to position skips in accordance with Sections 139 and 140 of the Highways Act 1980.
- 7.3 The hirer agrees that once placed the skip will not be repositioned without prior consent from the company.
- 7.4 Allocated time for delivering and positioning a skip is 15 minutes. Any additional time is chargeable to the hirer.

8 Overloading

- 8.1 The hirer agrees that the skip will not be overloaded or loaded above the level fill line. Additional charges will be applied in the event of an overloaded skip.
- 8.2 The company has the right to refuse the collection of an overloaded skip and the hirer will be charged for the wasted journey.

9 Hazardous Materials

- 9.1 The hirer agrees that the skip will not be used for the disposal of any clinical, dangerous, or hazardous waste. E.g. Batteries, Asbestos, Medical waste, Electrical appliances & equipment, Gas canisters and gas bottles, Hazardous & toxic materials, Liquids, Petrol, Diesel, Oil, Paint cans, Plasterboard (10% of load max), fridge, freezers, and mattresses. The tipping or disposal of any of the mentioned items will be subject to additional charges.

10 Sale of Materials

- 10.1 The price of any material sold by the company is based on the weight or quantity
- 10.2 The company does not accept liability once the load has been discharged and accepted by the customer or loaded on to a customer's vehicle.

11 Payment Terms/ Invoicing

- 11.1 Non-Account-
 - 11.1.1 Non-Account Customers are required to make full payment at the point of order.
- 11.2 Credit Account-
 - 11.2.1 Account Customers Payment terms are strictly 30 days end month and will be shown on the invoices.
 - 11.2.2 Unless Credit terms are adhered to an additional charge of 2.5% over bank base rate will be levied on each invoice.
 - 11.2.3 Credit facilities will be suspended if payment terms are breached.

12 Debt Recovery Charges

- 12.1 In the event of the company having to recover any outstanding debts the customer will be liable for all costs incurred including any additional charges from the company and any charges from third party collectors.